***This Policy enables the entity issuing the surety bond on behalf of the Exporter to insure itself against the***

***enforcement of the bond. This enforcement (regardless of whether the calling is fair or unfair) originates a***

***credit in favour of the Issuer. The insurance covers the Spanish Exporter’s default on this credit.***

1. **INTERVENING PARTIES**
   1. **The Surety Bond**

* **Issuer**

Name or Company Name:

VAT:

Address

Street:

Location:

Province: Postal Code: Country:

* **Beneficiary**

Name or Company name:

VAT: Public ☐ Private ☐

Address Corporate web:

Street:

Location:

Province: Postal Code: Country:

* **Originator**

Name or Company name:

VAT: Public ☐ Private ☐

Address Corporate web:

Street:

Location:

Province: Postal Code: Country:

* 1. **The Counterguarantee**
* **Issuer**

Name or Company Name:

VAT:

Address

Street:

Location:

Province: Postal Code: Country:

Contact Person

Name:

Dept.: Phone:

E-mail: Cell Phone:

Mailing Address

Street:

Location:

Province: Postal Code: Country:

* **Beneficiary**

Name or Company name:

VAT: Public ☐ Private ☐

Address:

Street:

Location:

Province: Postal Code: Country:

* **Originator**

Name or Company name:

VAT: Public ☐ Private ☐

Address:

Street:

Location:

Province: Postal Code: Country:

* 1. **Credit**
* **Creditor**

Name or Company name:

VAT:

Address:

Street:

Location:

Province: Postal Code: Country:

* **Debtor**

Name or Company name:

VAT: Corporate web:

Address:

Street:

Location:

Province: Postal Code: Country:

* **Guarantor**

Name or Company name:

VAT: Corporate web:

Address:

Street:

Location:

Province: Postal Code: Country:

* 1. **Commercial Contract**
* **Exporter**

Name or Company name:

VAT: Public ☐ Private ☐

Address:

Street:

Location: Corporate web:

Province: Postal Code: Country:

Contact Person

Name:

Dept.: Phone:

E-mail: Cell Phone:

* **Importer**

Name or Company name:

VAT: Public ☐ Private ☐

Address:

Street:

Location: Corporate web:

Province: Postal Code: Country:

* 1. **Insurance**
* **Applicant**

Name or Company name:

VAT:

Address:

Street:

Location:

Province: Postal Code: Country:

Contact Person

Name:

Dept.: Phone:

E-mail: Cell Phone:

Mailing Address:

Street:

Location:

Province: Postal Code: Country:

* **Insured**

Name or Company name:

VAT:

Address:

Street:

Location:

Province: Postal Code: Country:

Contact Person

Name:

Dept.: Phone:

E-mail: Cell Phone:

Mailing Address:

Street:

Location:

Province: Postal Code: Country:

* **Policyholder**
* Name or Company Name:
* VAT:

Address:

Street:

Location:

Province: Postal Code: Country:

Contact Person

Name:

Dept.: Phone:

E-mail: Cell Phone:

Mailing Address:

Street:

Location:

Province: Postal Code: Country:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **2. BOND DETAILS (in case of more than one, detail in Annex I)** | | | | | | |
| Type of bond | **:** |  | | | |
| Amount of bond | **:** |  | Currency |  | |
| Date of issue | **:** |  | | | |
| Date of expiry | **:** |  | | | |
| If you don’t know the dates of issue or expiry, indicate the estimated duration of the bond (in months/years) | | | | |  |
| Instrumentation and applicable regulations | | | | | |
|  | | | | | |
| Reasons of enforcement | | | | | |
|  | | | | | |
| Must it be returned for cancellation? **Yes** **No** | | | | | |
| Is an “Extend or pay” clause included? **Yes No** | | | | | |
|  | | | | | |
| In case the bond does not maintain a constant balance, please fill in the following table:   |  |  | | --- | --- | | Date | Current balance of the bond | |  |  | |  |  | |  |  | |  |  | | | | | | |

**OBSERVATIONS**

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1. **DETAIL OF THE COUNTERGUARANTEE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Amount of the counterguarantee | **:** |  | Currency: | |  |
| Date of issue | **:** |  | | | |
| Date of expiry | **:** |  | | | |
| If you don’t know the dates of issue or expiry, indicate the duration of the counterguarantee (months/years) | | | |  | |
| Instrumentation and regulations applicable | | | | | |
|  | | | | | |
| Causes of enforcement | | | | | |
|  | | | | | |
| Must it be returned for cancellation? **Yes**  **No** | | | | | |
| It has been approved by your Risk Committee? **Yes**  **No** | | | | | |
| Risk Assessment | | | | | |

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| **OBSERVATIONS:** |

**4.** **DETAIL OF THE CREDIT (Counterguarantee Contract)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Amount | **:** |  | Currency: |  |
| Exchange rate:  (only in case the bond and credit differ in currency) | | | | |
| Description of the Contract (name of the contract, instrumentation,…)**:** | | | | |
|  | | | | |
| Duration | **:** |  | | |
| Signature date | **:** |  | | |
| Real or personal collateral for the credit to be insured**:** | | | | |
|  | | | | |
| In case the Applicant is not the Insured:  Have you already discussed the terms of the insurance applied for with the potential issuer of the bond/counterguarantee? | | | | |
|  | | | | |

**OBSERVATIONS**

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**5. DETAIL OF THE COMMERCIAL CONTRACT**

**5.1. Country of the execution of the Commercial Contract**

|  |
| --- |
|  |

**5.2. Purpose of the Commercial Contract:**

|  |
| --- |
|  |

**5.3. Signors of the Commercial Contract:**

|  |
| --- |
|  |

**5.4. Amount of the Contract:**

|  |  |  |
| --- | --- | --- |
|  | Amount | Currency |
| Payable in foreign currency: |  |  |
| Payable in local currency: |  |  |
| TOTAL |  |  |

|  |  |
| --- | --- |
| **5.5. Execution Time:** | % to be subcontracted: |
| Starting date: | Date of termination: |
| Guarantee/Maintenance Period (subsequent to completion of the contract):  Do you require a bond for this period? **Yes**  **No** | |

**5.6. Contract Status:**

|  |
| --- |
| Bidding  Direct Negotiation  Contract  Signed: Yes  | No  Signature date:  Execution underway: Yes  | No  Executed: Yes  | No |

If already in execution, please detail progress made with works and payments to this date.

|  |
| --- |
|  |

**5.7. Conditions of payment of the Contract:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **LANDMARK** | **Date** | **Amount** | **Percentage** |
|  | Downpayment |  |  | % |
| Deferred |  |  |  | % |
|  |  |  |  | % |
|  |  |  |  | % |
|  |  |  |  | % |
|  |  |  |  | % |

**5.8. If the Exporter is part of a consortium/joint venture, refer the participating companies and their share percentages, as well as their share in the bonds of the Contract, if applicable.**

|  |
| --- |
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**5.9. Scope of the Exporter’s liabilities and circumstances that prompt the release of the bond.**

|  |
| --- |
|  |

**5.10. Will eventual subcontractors be required to issue bonds? If so, describe the scope of their obligations.**

|  |
| --- |
|  |

**5.11. Type of contract (e.g., supply, turnkey, engineering, construction, project management,…). In case of a supply contract, specify Incoterms.**

|  |
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**5.12. OBSERVATIONS**

**6. INSURANCE DETAIL**

|  |  |  |
| --- | --- | --- |
| % Cover percentage applied for | **:** |  |
| Currency of the insurance | **:** |  |
| Duration: | **:** |  |

**OBSERVATIONS**

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**7. OTHERS**

**7.1. List and characteristics of all bonds (whether issued or not/covered or not by CESCE)**

|  |
| --- |
|  |

**7.2. Any of the Debtor’s or Guarantor’s bonds have been enforced before? If so, detail amounts, contracts and countries.**

|  |
| --- |
|  |

**8. OTHER CESCE COVERAGES FOR THE SAME OPERATION**

|  |  |
| --- | --- |
| **Modality** | **CESCE Reference** |
| Exporter Bonds |  |
| Pre-credit/Supplier Credit |  |
| Buyer Credit |  |
| Construction and Works Abroad |  |
| Bank Guarantees |  |

**9. OBSERVATIONS**

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**10. INFORMATION ESSENTIAL FOR THE ASSESSMENT OF YOUR APPLICATION**

**The following information is indispensable for the study of your application for coverage. Please mark with a cross the information you accompany and add, if appropriate, any explanations regarding the data not sent.**

* Financial statements, preferably audited, of the last 3 fiscal years, individual as well as consolidated (provided the company is part of a group obliged to submit the consolidated accounts).
* Most recent provisional-internal financial statements (quarterly, half-yearly,...) individual as well as consolidated.
* Updated order portfolio.
* Detailed list of the Exporter’s commitments with financing entities (“banking pool”): loans, credits, surety bonds, trade discounts, financial leases, etc.
* Detailed list of the guarantees existing in relation with the exporter’s financial debt with financing institutions.
* Summary of the Exporter’s track history with the Insured.
* Present situation of the Insured/Exporter relation (loans, credit insurance policies, discount lines, bonds, etc.).
* Organisational chart of the Company showing participated companies, share percentages and their core activities.
* Corporate information: brochures, company presentations, certifications, acknowledgements, etc.
* List of subcontractors and scope of their contractual responsibilities.
* List of the main contracts (per amount, country of destination or similarity with the project) concluded to-date, specifying the customer, description and location of the project, contract amount, exporter share percentage, value percentage executed to date, expected date of completion.
* Copy of the contract.
* Organisational chart of the project’s management team and relationship of its members with the exporter’s company (e.g.: staff, works contract, expats, …)

**11. DECLARATIONS OF THE INSURED**

1.- The Applicant, at the date of signature of this document, has conducted its own risk analysis, checking its books, and has accessed the files and records it normally uses to verify its clients’ solvency, without noting the existence of unpaid amounts or financial situations that could endanger the Debtor’s (and, if applicable, the Guarantor’s) compliance with the obligations assumed. Consequently, and in fulfilment of its obligation to inform, the Insured expressly declares that, to the best of its knowledge and understanding, it is not aware of any circumstances that could prevent, delay or adversely affect fulfillment of the obligations deriving from the credit.

2.- At the date of signature of this document, the Applicant declares that the information contained in this application and subsequent communications is certain, complete and correct and that it is not aware of any circumstance that might entail an aggravation of the risk. Any insurance proposal made by the Insurer is based on these declarations, its validity being conditioned to the truthfulness of the same.

**12. BASIC INFORMATION ON DATA PROTECTION**

According with the European Legislaton on Data Protection:

**Entity responsible for data treatment**

* Compañía Española de Seguros de Crédito a la Exportación, S.A., Compañía de Seguros y Reaseguros (SME) (“CESCE”)

**Purposes for which we will use your personal data**

* To offer the product or credit risk cover service that best fits your needs or your company’s, for which it is necessary to verify your identity
* To analyse, select and, as the case may be, quote a price for credit risks that you or your company may wish to cover
* To communicate your data to third parties only in so far as this is necessary to comply with a legal obligation or to formalize a contractual relation or as part of the development of the latter
* To manage, maintain and control our contractual relationship with you or your company
* To prevent fraude
* To improve the quality of the service provided by CESCE and measure your satisfaction thereafter
* To offer other products and services offered by CESCE or by third parties, complementary to credit risk and insurance that may be of interest to you or your company
* To verify commercial transactions or manage credit risk during the recovery process.

**Legal basis for data treatment**

* Your personal data will be treated mainly on the basis of the performance of a contract or on the basis of your consent

**Potential recipients of your data**

* Insurance and reinsurance agents or brokers
* Public authorities
* Regulatory and supervisory bodies
* Other entities within Grupo CESCE
* Creditworthiness and capital adequacy files

**Data protection rights**

* You may exercise your right of access, rectification, deletion, limitation or opposition to the treatment of your personal information and data portability, as detailed on the following link

<http://www.cesce.es/textos>-legales

I consent to CESCE using my personal data to carry out commercial, awareness and/or advertising actions or communications, by any means, through electronic communications or equivalent. These may be done to offer me products or services managed by CESCE’s State Account, Newsletters, information about country risk events or any other event to inform about State Account products as well as products or services offered by companies belonging to Grupo CESCE.

 YES [   ]       NO [   ]

I consent to CESCE transferring my data to other entities of the CESCE Group, to subsidiary companies or to third parties that offer services related to credit management so that they can offer their products or services by any means.

 YES [   ]       NO [   ]

In       on

Stamp and Signature

**ANNEX I**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **2. DETAIL OF THE BOND (in case of several, detail under Annex I)** | | | | | | |
| Type of Bond | **:** |  | | | |
| Amount of Bond | **:** |  | Currency |  | |
| Issue date | **:** |  | | | |
| Expiry date | **:** |  | | | |
| If the dates of issue and expiry are not known, indicate the estimated duration of the bond (in months/years) | | | | |  |
| Instrumentation and regulations applicable | | | | | |
|  | | | | | |
| Causes of enforcement | | | | | |
|  | | | | | |
| Must it be returned for cancellation? **Yes**  **No** | | | | | |
| Is there an “extend or pay” clause? **Yes  No** | | | | | |
|  | | | | | |
| In case the bond does not keep a constant balance, please fill in the following table:   |  |  | | --- | --- | | Date | Current Amount of the Bond | |  |  | |  |  | |  |  | |  |  | | | | | | |